

DEPARTMENT OF TECHNOLOGY SERVICES

P.O. BOX 1810

RANCHO CORDOVA, CA 95741-1810

(916) 464-4177 (Office)

(916) 733-7557 (Fax)



June 13, 2006

RE: 2006/2007 Agreement Package for Non-State Customers

The Department of Technology Services (DTS) 2006/2007 Agreement package is enclosed for your review and signature.

Annual Agreements are normally established on a fiscal year basis (July 1 – June 30), however, they may cover any time period and may be completed for multiple years. All fiscal year Agreements must be renewed prior to the beginning of each fiscal year and multi-year Agreements are renewed prior to the end of their term. Please note, the expiration date on all approved Agreements may be extended by an amendment by submitting a Standard Agreement Amendment (STD 213A).

Services will be billed in accordance with the DTS' billing rates, as posted on the DTS web site at:

<http://www.dts.ca.gov/customers/rates.asp?key=23>. All customers are required to submit timely payment in order to avoid interruption of services.

The Department of General Services (DGS) has authorized the DTS with Interagency Agreement (IAA) Purchasing Authority Delegation, DIA-003, giving the DTS authorization to fully execute routine information technology (IT) agreements and related amendments for computer processing and IT related services for which the DTS is required to provide to "customer" agencies. There is no dollar threshold for agreements or amendments executed under this purchasing authority, therefore, IAAs do not need to be submitted to DGS for approval. IAAs sent to the DGS for review will result in duplicate billing.

The DTS will make every effort to assist Departments in executing IAAs in a timely manner. Please note at the close of each fiscal year, the status of every agreement will be reviewed by the DTS. Services rendered and invoiced without payment, regardless of the status of the IAA, are subject to collection through the State Victims Compensation, Government Claims Board.

The DTS is referencing a new Service Level Agreement (SLA) through the FY 2006/2007 IAA. The new SLA incorporates Information Technology Infrastructure Library (ITIL) concepts. This SLA provides a foundation for standard service provisions to be implemented for FY 07/08. The DTS will be developing a SLA workgroup made of customer departments and DTS staff to further refine the SLA. If your department is interested in participating in the workgroup, please contact Peggy Peterson at (916) 464-4009, or Kay Overman at (916) 739-7546.

Please complete four (4) Agreement packages with original signatures no later than June 30, 2006, and return to:

Department of Technology Services
Procurement Services Branch
P.O. Box 1810
Rancho Cordova, CA 95741-1810
Attention: Jeanette Criswell (MS C3)

Once the Agreement package is fully executed, three (3) original copies will be returned to the attention of the designated Contract Administrator (Exhibit G, Page 1 of 1).

If you have any questions, please contact Jeanette Criswell, Contract Analyst, at (916) 464-4177, or by email at jeanette.criswell@dts.ca.gov.

A handwritten signature in black ink, appearing to read "Glen S. Matsuoka".

Glen S. Matsuoka, Deputy Director
Administration Division

Enclosures

AGREEMENT INSTRUCTIONS

These instructions apply to Agreements submitted by contractor for services beginning on or after July 1, 2006.

The entire Agreement package is available to download from the DTS web page at: <http://www.dts.ca.gov/Customers/services.asp?key=22>.

STANDARD 213 - STANDARD AGREEMENT

- The Standard 213 is the cover page for the Agreement to which the exhibits are attached.
- Sections titled "STATE AGENCY NUMBER" and "CONTRACTOR NUMBER," are provided for the identifying numbers.
- The term date is normally established by fiscal year (July 1 – June 30), however, a multi-year Agreement may be established.
- The encumbrance amount of your Agreement will be estimated based upon the DTS' current rate schedule, which can be viewed at: <http://www.dts.ca.gov/customers/rates.asp?key=23>.

EXHIBIT A - STATEMENT OF WORK

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

- The DTS will render invoices on a month-to-month basis and the Contractor agrees to pay monthly.

EXHIBIT C - GTC 1005 – GENERAL TERMS AND CONDITIONS

- References the DGS-OLS General Terms and Conditions, effective October 3, 2005.

EXHIBIT D - SPECIAL TERMS AND CONDITIONS

EXHIBIT E - ALTERATIONS TO AGREEMENT

- If this Exhibit is to be included in the Agreement, check the appropriate box on STD 213.
- Proposed alterations to the Agreement are subject to negotiation and approval by both parties.
- Include form Exhibit E only if alterations are proposed.

EXHIBIT F - SECURITY COMPLIANCE STATEMENT

- The customer Information Security Officer or designee is required to complete and sign the Security Compliance Statement.

EXHIBIT G – CUSTOMER COMPLETION FORM

- Contact information must be provided to the DTS for recordkeeping purposes.
- The completion of Funding Inquiry is required in order to maintain funding information.
- The completion of Operational Recovery Inquiry is critical information to the DTS for planning and meeting customer demand/requirements for these essential services.

EXHIBIT H - SERVICE STANDARDS AND SERVICE LEVEL AGREEMENT

The DTS has established Service Standards and Service Level Agreements (SLA) outlining the levels of service that will be delivered under this Agreement. These SLAs are hereby incorporated by reference, as if fully set forth herein. The SLA may be periodically modified or amended by the DTS. Customers will be notified of any such changes. Modifications and/or amendments will be posted on the DTS web page with a revision date at: <http://www.dts.ca.gov/Customers/pdf/sla.pdf>.

ALTERATIONS TO AGREEMENT – STD 213 TERMS AND CONDITIONS*

***Please note: These proposed changes must be accepted by both parties, in writing, before they become a part of this Agreement.**

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	STATE AGENCY NUMBER
	CONTRACTOR NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME DEPARTMENT OF TECHNOLOGY SERVICES	(hereafter called State)
CONTRACTOR'S NAME	(hereafter called Contractor)

2. The term of this Agreement is: 07/01/2006 Through

3. The maximum amount \$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

Exhibit A – Statement of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	GIA 101
This document can be viewed at: http://www.ols.dgs.ca.gov/standard+language/gia101.htm	
Exhibit D – Special Terms and Conditions	3 pages
Exhibit E – Alterations to Terms and Conditions (if applicable) <input type="checkbox"/> Check box if attached	
Exhibit F – Security Compliance Statement	1 page
Exhibit G – Customer Completion Form	1 page
Exhibit H* – Service Standards and Service Level Objectives	
This document can be viewed at: http://www.dts.ca.gov/Customers/pdf/sla.pdf	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		Agreements over \$50,000 are exempt from DGS approval per Delegation DIA-003. Agreements under \$50,000 are exempt from DGS approval per SCM 4.04.5.A.
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF TECHNOLOGY SERVICES		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING GLEN S. MATSUOKA, Deputy Director, Administration Division		
ADDRESS P.O. Box 1810, Rancho Cordova, CA 95741-1810		

STATEMENT OF WORK

1. This Agreement is entered into by and between _____ (hereinafter referred to as the "Contractor") and the State of California (hereinafter referred to as the "Department of Technology Services" or the "DTS") for the Contractor to obtain information technology services, materials or equipment. This Agreement specifies by whom the work shall be performed and the time for performance, including the date of completion, if applicable. If not set forth in the Agreement with sufficient specificity, this Agreement shall be augmented through the DTS' Service Request (SR) process with any resulting mutually agreed contractual terms becoming a part of this Agreement, as if fully set forth herein. The Agreement also provides for payment for these services pursuant to State Administration Manual (SAM) 8752-8752.1 and Section 3.03 of the State Contracting Manual.
2. The DTS agrees to:
 - A. Provide efficient and effective services in accordance with the Governor's Reorganization Plan 2, effective July 9, 2006, to the above-named Customer. In addition, the DTS is committed to providing a high level of quality services. In order to achieve these goals and to ensure a clear understanding of the Customer's business requirements, the DTS provides Customer Representatives to:
 - (1) Maintain a continual working relationship with the Contractor.
 - (2) Coordinate joint development of work plans.
 - (3) Develop partnerships to reach shared objectives.
 - B. The DTS management is also available to consult with contractors to assist them in developing strategies for future information technology projects.
3. The contract managers during the term of this Agreement are listed in Exhibit G.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GENERAL CONTRACTOR OBLIGATIONS

- A. Return completed Fiscal Year Agreement renewal package to the Department of Technology Services (DTS) no later than June 30, 2006. In the event a Customer does not return a completed IAA renewal package during the required time frame, the DTS will escalate the matter with Customer departments. Any costs incurred by the DTS on behalf of the Contractor after the expiration date will be billed to the Contractor with full payment due within 30 calendar days.
- B. Contractors must provide 45 calendar days cancellation notice for specific services to be terminated. Lead-time for cancellation of services is vendor-dependent and may require additional lead-time for processing termination documents. Notification to terminate services must be submitted to the DTS via a Service Request form (DTS 098), which is available on DTS' web site at: http://www.dts.ca.gov/custguide/DTS_Customer_Guide.htm. The targeted completion date noted on the Service Request must allow time for the lead-time required to cancel services. Due to the daily accumulation of system utilization and cost activity within the billing system, retroactive termination of services will not be considered. For additional information regarding lead-times for canceling services, please contact your Customer Representative.
- C. Contractors are required to submit payments for services billed at the specified rates. Payments must be received within 90 calendar days of receipt of invoice. After 90 calendar days, the DTS will escalate payment issues with Customer departments. Use of services and goods provided by the DTS to the Contractor constitutes an obligation, which must be paid.
- D. In the event the Contractor utilizes, requires, accepts or requests services that exceeds the amount authorized by this Agreement, the Contractor is responsible for all charges incurred, and shall agree to amend this Agreement, in writing, to provide payment to the DTS to the extent services have been provided. Such payment for services incurred beyond the amount authorized by this Agreement shall be made payable on or before the agreement expiration date. If, after the conclusion of the subject Agreement period, it is determined that monies above and beyond that which was authorized by this Agreement are owed to the DTS for services received by the Contractor, the Contractor shall amend the Agreement, agreeing to pay the outstanding amount in full, no later than 60 calendar days from discovery of the outstanding payment due.

2. INVOICING

- A. For services rendered in accordance with this Agreement upon receipt of appropriate invoices, the Contractor agrees to compensate the DTS for actual expenditures incurred in accordance with the rates specified herein.
- B. Invoices shall include the DTS Agreement Number, and shall be submitted in duplicate not more frequently than monthly in arrears to the accounting contact identified in Exhibit G.

3. PAYMENT TERMS

- A. Costs for this Agreement shall be computed in accordance with SAM sections 8752 and 8752.1.
- B. The cost of performance is based upon the DTS' Billing Rate Schedule. The rates are subject to change upon 30 calendar days' prior written notice from the DTS. These rates may be viewed on the DTS' web site at: <http://www.dts.ca.gov/customers/rates.asp?key=23>.
- C. Contractor agrees to pay monthly upon receipt with the DTS rendering invoices monthly in arrears to the Contractor on a month-to-month basis up to the total amount of this Agreement.

4. CONTRACTOR RESPONSIBILITY

It will be the responsibility of the Contractor to notify the DTS in writing within five (5) working days after receipt/installation of goods or services from another agency/vendor (i.e., equipment, telecommunication lines, software products). Such notification shall be sent to:

Department of Technology Services
P.O. Box 1810
Rancho Cordova, CA 95741-1810
Attn: Bureau of Finance/Administrative Services Unit

GTC 1005 — GENERAL TERMS AND CONDITIONS

This document can be viewed at: <http://www.documents.dgs.ca.gov/ols/gtc-1005.doc>

SPECIAL TERMS AND CONDITIONS

1. AUTHORITY TO ENTER INTO AGREEMENT

Contractor hereby warrants and represents that it has the budget and project approvals necessary for the DTS services covered under this Agreement. Contractor further warrants and represents that sufficient monies have been approved by the state or federal governmental agencies, and are available to the Contractor to fund the expenditures for the DTS services covered under this Agreement. Contractor acknowledges that it is acting in an independent capacity in signing this Agreement and not as agents or employees of the DTS.

2. CONFIDENTIALITY

Based on the specific requirements and intent of Government Code sections 11792-11794, et seq., and sections 4840, et seq., of the State Administrative Manual, the DTS hereby agrees to provide required security to ensure the confidentiality, integrity, availability (within the resources that the DTS manages), physical security, and safekeeping of all data, information, files and documents while in its possession. All sensitive data, documentation or other information, which are designated confidential by the Contractor and is made available to the DTS in order to carry out this Agreement, will be protected by the DTS from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as used by the Contractor. The identification of all such confidential data and information, as well as the Contractor's procedural requirements for protection of such data and information from unauthorized use and disclosure, will be provided in writing to the DTS by the Contractor. The Contractor will have the opportunity to review security procedures that are relevant to their data. Upon written request from the Contractor, the DTS will provide instructions and limited assistance to implement the necessary level of data security without charge. If the Contractor does not provide the DTS with any unique or special procedural requirements for the protection of its data, the Contractor will be deemed to have accepted the security procedures used by the DTS. Instructions and/or assistance in excess of four hours in any one month will be charged at the consultant rate itemized in the rate schedule for the DTS services.

3. EXAMINATION AND AUDIT

In accordance with Government Code section 8546.7, the DTS and the Contractor jointly agree that the Bureau of State Audits (BSA) will have the right to review, obtain and copy all records pertaining to performance of the Agreement. The DTS and Contractor agree to provide or otherwise make available to the BSA any relevant information requested and shall permit the BSA access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to this Agreement. The DTS and Contractor further agree to maintain such records for a period of three (3) years after final settlement under the Agreement.

4. COPYRIGHT INFRINGEMENT

Pursuant to Executive Order S-16-04 and section 4841.7 of the State Administrative Manual, the Contractor acknowledges that the use of licensed products in violation of a valid licensing Agreement could subject the DTS to third party lawsuits. Therefore, the Contractor agrees that it will not duplicate, copy or otherwise reproduce any proprietary software products supplied pursuant to this Agreement without the express written consent of the owner of the software. The Contractor further agrees that it will use any such software products in strict compliance with the terms of any license provided by the owner of the software. The Contractor further agrees that its use of any such licensed software products will not violate any applicable copyright, trademark, trade name, patent or similar legal right.

In the event the DTS is sued by a third party as a result of the Contractor's misuse of any proprietary materials or products supplied under this Agreement, the Contractor agrees to indemnify, defend and hold harmless the Department of Technology Services from any and all claims and losses regarding the Contractor's violation of software licenses, copyrights, trademarks, trade names or any proprietary data, information or materials designated as confidential and supplied under this Agreement. If litigation arises as a result of the Contractor's breach of these obligations, the Contractor will pay all litigation expenses, including reasonable attorney and expert witness fees (as permitted by law), incurred by the DTS in defense or settlement of the legal action or proceeding.

5. UNSUPPORTED SOFTWARE

The DTS is not responsible for license, service, and/or support issues related to software in the Customer systems, unless the DTS is the licensee of the software products. The Customer agrees to maintain appropriate licenses and service and support arrangements for the systems or applications owned or maintained by the Customer's department; all enterprise-wide systems, which include hardware, operating systems; application software (if applicable); security systems; and software licenses for all systems and services. The DTS is neither responsible nor liable for damages resulting from the Customer's decision to use unlicensed or unsupported software.

6. LIMITATION OF LIABILITY

The DTS shall not be liable for any activity involving the Contractor's installation of the product, the Contractor's use of the product, or the results obtained from such use. The DTS shall not be liable for any unauthorized access to the Contractor data or any unauthorized disclosure of the Contractor data resulting from the Contractor's use of any product. The limitation of liability provided for by this section shall not apply to any unauthorized access to the Contractor data, or any unauthorized disclosure of the Contractor data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

In no event shall the DTS be liable to the Customer for consequential damages even if notification has been given as to the possibility of such damages.

7. DIGITAL CERTIFICATE SERVICES INDEMNITY

To the extent that this Agreement involves digital certificate services, the Contractor shall be solely liable for any loss, damage or claim of loss or damage resulting from the acquisition, installation, provision or use of any digital certificate services provided by the DTS. The Contractor acknowledges that the DTS has made no representations or warranties of any type regarding the use of digital certificates or the possible level of information security provided by such certificates. The Contractor shall indemnify, defend and hold the DTS harmless from any and all claims for invasion of privacy, improper release, dissemination, or distribution of confidential, restricted, defamatory, or proprietary information or data, or any other similar claim for injury or loss, arising from Contractor's use of any digital certificate services provided by the DTS under this Agreement. The limitation of liability provided for by this section shall not apply to any unauthorized access to Contractor data or any unauthorized disclosure of Contractor data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

8. VIRTUAL PRIVATE NETWORK SERVICES INDEMNITY

To the extent that this Agreement involves Virtual Private Network (VPN) services, the Contractor shall be solely liable for any loss, damage, or claim of loss or damage resulting from the acquisition, installation, provision or use of any VPN services received under this Agreement. The Contractor acknowledges that the DTS has made no representations or warranties of any type regarding the use of VPN or the possible level of information security provided by such VPN. The Contractor shall indemnify, defend and hold the DTS harmless from any and all claims for invasion of privacy, improper release, dissemination, or distribution of confidential, restricted, defamatory, or proprietary information or data, or any other similar claim for injury or loss, arising from the Contractor's use of any VPN services provided under this Agreement. The limitation of liability provided for by this section shall not apply to any unauthorized access to Contractor data or any unauthorized disclosure of Contractor data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

9. FUNDING INQUIRY

The DTS is required to maintain funding information for federal audit purposes. (*See Exhibit G for department information.*)

10. OPERATIONAL RECOVERY INQUIRY

The DTS offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the DTS' Operational Recovery Coordinator and are based on agency individual requirements.

In order to provide for the emergency restoration of the Contractor's systems in the event of a disaster, the Contractor must separately subscribe to the Operational Recovery Services offered by the DTS. If the Contractor has not subscribed to these Operational Recovery Services, the Contractor's operations may not be restored for a significant length of time and the DTS will not be responsible for the proper operation of the Contractor's systems in the event of a disaster. (*See Exhibit G for department information.*)

11. RETENTION AND PURGING OF ELECTRONIC DATA FOR PURPOSES OF DISCOVERY

The Contractor shall contact the DTS, in writing, with instructions regarding the retention and purging of electronic data. As the repository of the Contractor's electronic data, the DTS has no control over the retention and purging of said data, beyond that which the Contractor specifically directs.

Should the Contractor become involved in litigation, or the Contractor informs the DTS that litigation is reasonably foreseeable and that all electronic data from that point forward must be retained (and/or any previous electronic data restored), it is the Contractor's sole responsibility to give written instructions to the DTS including, but not limited to, a clear and concise description of the data to be stored; the manner in which the electronic data is to be stored; the period for which the electronic data is to be stored, and whether or not back up tapes are to be made. Further, it is the Contractor's sole responsibility to contact the DTS, in writing, and advise when said documentation is to be destroyed. Upon completion of said purging, the DTS shall send a letter to the Contractor confirming destruction of the described data.

Should the Contractor's electronic data be subject to a Public Records Act request to produce electronic data, or to produce documents in an electronic format it is (as set forth in Government Code section 6250 et. seq.), the Contractor's sole responsibility to communicate with the requestor, and to produce said documents at its own costs and expense. It is in the Contractor's discretion to determine if the DTS' services are desired or necessary to extract information responsive to the PRA request that may be stored electronically and, therefore, to retain the DTS for such services in a separate agreement.

SECURITY COMPLIANCE STATEMENT

The contractor Information Security Officer or designee is required to complete and sign the Security Compliance Statement.

The DTS provides for the integrity and security of customer information assets and complies with the policies as set forth in the State Administrative Manual sections 4840-4845. Entities requesting to connect their networks or their network devices to the DTS network or resources accessible on the DTS' network, must comply with the following basic information security requirements. These requirements will be included in any Agreement or contract with an entity that includes the provision of connectivity to the DTS or a resource accessible on the DTS' network.

- A. Firewalls** - This requirement provides a reliable mechanism to help protect the DTS and its contractors' information and information processing resources from unauthorized access to, and denial/disruption of services or systems.
- **Definition** - A firewall is a computer or system of computers designed to restrict network traffic in order to prevent unauthorized access to or from a private network. Firewalls can be implemented in both hardware and software, but are strongest when implemented as a hardware/software combination.
 - **Requirements** - Any network used by a contractor to connect to the DTS information resources will be protected by at least one firewall system properly situated to examine traffic between the network and each external network entry point. The Contractor shall ensure that firewalls include, at a minimum, provisions for packet filtering, application gateway security mechanisms and circuit-level gateways.
- B. Physical Security** - This requirement ensures that the hardware that permits network access to the DTS is adequately protected to prevent harm to the physical components that enable connectivity between the Contractor's network and the DTS.
- **Definition** - Physical security involves measures taken to prevent physical access, which may allow loss of or damage to, the system or the information stored on it.
 - **Requirements** - Physical access to network components, servers and data storage components used in conjunction with access to the DTS information resources should be limited to the appropriate designated staff responsible for implementing and maintaining the components.
- C. Access Control** - This requirement ensures that policies, procedures and technology mechanisms are in place for the DTS' contractors only to limit access to the DTS' network and the information resources in the DTS' custody to those authorized individuals or entities.
- **Definition** - Access control includes processes and systems to determine which system resources, application functions and information must be restricted to certain customers, business partners, and contractors; and to allow access by those contractors while preventing access by others.
 - **Requirements** - Access to information designated as private or confidential must be limited to those individuals or entities specifically authorized to access that information. Access to system functions and processes under the DTS' custody that can affect the availability, functionality or security of departmental information or information resources should be restricted to those individuals who require that access in order to perform duties essential to the operation and maintenance or use of that system.

The DTS is requiring Security Compliance for audit purposes.

- ☐ Contractor is in full compliance with the aforementioned security requirements.
- ☐ Contractor is not in full compliance, however, will contact the DTS' Information Security Office at (916)464-3672 to develop a plan of action for compliance with the security requirements.
- ☐ Not Applicable - Customer does not have a network connection to the DTS.

Information Security Officer Signature

Date

CUSTOMER COMPLETION FORM

DEPARTMENT OF TECHNOLOGY SERVICES: (See Exhibit A, Page 1, Item 3)

CONTRACT ADMINISTRATOR:	CUSTOMER REPRESENTATIVE:
JEANETTE CRISWELL, CONTRACT ANALYST PROCUREMENT SERVICES BRANCH	CUSTOMER RELATIONS BRANCH
P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810	P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810
PHONE: (916) 464-4177 FAX (916) 733-7557 EMAIL: jeanette.criswell@dts.ca.gov	PHONE: (916) 464-3967 FAX (916) 464-4287

STATE OF CALIFORNIA:

CONTRACT ADMINISTRATOR:	ACCOUNTING CONTACT:
ADDRESS:	ADDRESS:
PHONE: FAX EMAIL:	PHONE: FAX : EMAIL :
TECHNICAL CONTACT:	ADDITIONAL CONTACT:
ADDRESS:	ADDRESS:
PHONE: FAX EMAIL:	PHONE: FAX : EMAIL :

FUNDING INQUIRY (See Exhibit D, Page 2 of 3, Item 9)

The DTS is required to maintain funding information for federal audit purposes.

- A. Does your agency receive any federal funds? Yes _____ No _____
- B. If yes, does funding for this IAA contain any federal funds? Yes _____ No _____
- C. If yes, what dollar amount received by the DTS is federal money? \$ _____
- D. From which fund will the money for this IAA be encumbered?
General _____, or Special Fund Name/Fund Code _____

OPERATIONAL RECOVERY INQUIRY (See Exhibit D, Page 2 of 3, Item 10)

The DTS offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the DTS's Operational Recovery Coordinator and are based on agency individual requirements.

- A. Does your agency plan to use this service during the term of this Agreement? Yes _____ No _____
- B. If yes, are funds included in this IAA for these services? Yes _____ No _____
- C. If no, when will the IAA be amended to add funds for these services? Date _____

In order to provide for the emergency restoration of the Customer's systems in the event of a disaster, the Customer must separately subscribe to the Operational Recovery Services offered by the DTS. If the Customer has not subscribed to these Operational Recovery Services, the Customer's operations may not be restored for a significant length of time and the DTS will not be responsible for the proper operation of the Customer's systems in the event of a disaster.

SERVICE STANDARDS AND SERVICE LEVEL AGREEMENT

This document can be viewed on the DTS web page at: <http://www.dts.ca.gov/Customers/pdf/sla.pdf>